

## 1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

"Business Day" a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"Conditions" the terms and conditions set out in this document.

"Contract" the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

"Customer" the person or firm who purchases the Goods from the Company. "Force Majeure Event" has the meaning given in clause 9.

"Goods" the goods (or any part of them) set out in the Order.

"Order" the Customer's order for the Goods, as set out the Customer's purchase order, the Customer's written acceptance of the Company's quotation, or overleaf, or as notified to the Company by email, telephone, fax or post as the case may be.

"Specification" any tailored specification for Goods that is agreed in writing by the Customer and the Company.

1.2 If you are dealing with the Company as a consumer no restrictions or limitations in these terms affect your legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 2. BASIS OF CONTRACT

2.1 These Conditions govern all transactions between the Customer and the Company or any division of it except as otherwise specifically agreed in writing by the Company.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 Orders are accepted subject to stock availability. The Company reserve the right to suspend in part or full or cancel any Contract at any time should it not be able to fulfil the Contract. The Company shall use its best endeavours to notify the Customer within 14 days of receipt of an Order if it intends to reject or suspend the Order or any part of it.

2.4 Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5 A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall only be valid for a period of one month from its date of issue. Quotations may be subject to alteration if there is any increase in the manufacturer's price.

## 3. DELIVERY

3.1 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. Delivery will be deemed to have occurred if it has been left by the delivery personnel in accordance with the instructions of the Customer. It is the responsibility of the Customer to ensure such location is secure and weatherproof.

3.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

3.3 The Company shall not be liable for any delay or failure in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

3.4 Kerbside deliveries only where no vehicular access exists, unless otherwise arranged with the Company prior to delivery. Bulk deliveries will be made to hard standing only, unless otherwise arranged prior to delivery at the Customer's risk and cost.

3.5 If delivery vehicles are required or requested to leave the public highway on to the property of the Customer to effect delivery then this is at the Customer's risk and cost.

3.6 Collection of Goods from the Company's warehouse can be made with prior arrangement. Identification documentation will be required to collect.

3.7 If Goods have not been received within 7 Business Days from the date of invoice the Company must be notified immediately in writing (otherwise no responsibility can be accepted).

## 4. QUALITY

4.1 In the event that the Goods are received damaged or have been delivered incorrectly this must be reported to the carrier immediately and to the Company in writing within 48 hours of delivery. Goods signed "not checked" or "unexamined" or similar will be regarded as having been given a clear signature. It is the responsibility of the Customer to check the Goods have been delivered correctly at the time of delivery and shall have no responsibility for wrongly delivered Goods unless it is notified to the Company within 48 hours of delivery.

4.2 It is the responsibility of the user to check the correct Goods have been delivered prior to use or application, and no responsibility will be accepted by the Company for wrongly delivered Goods once they have been opened or used.

4.3 Any advice, recommendations or programs provided by the Company for the use or application of any Goods are provided in good faith but are recommendations only and it is the responsibility of the Customer to read all labels and instructions provided with the Goods and to take professional advice and ask the Company for specific advice relating to the Goods if it has any queries as to the correct product to apply or the application process which should be followed. The Company accepts no responsibility for any loss as a result of any misapplication of any Goods. Responsibility for the application is with the Customer, who should comply with all statutory requirements and recommendations when dealing with the Goods.

## 5. RETURNS

5.1 No Goods will be exchanged or refunded unless they are in of inadequate quality in accordance with the full terms and conditions of the Company with the prior consent of the Company. The Company reserve the right to apply a minimum 20% handling charge on the price of any returned or exchanged Goods. Goods must be returned in their original condition.

5.2 Goods for return or exchange must be returned to the Company's place of business (or as directed by the Company) at the Customer's cost. If the Company collects or arranges collection of the Goods for return at the request of the Customer then the Company may invoice the Customer for all carriage costs. These charges do not apply where there is a justifiable complaint against the quality of the Goods and in which case any costs of return will be refunded by the Company.

5.3 Special Order Items For the avoidance of doubt, the Company will not offer any exchange or refund in respect of any Special Order Items (which are items produced specifically to customer's requirements and/or items not listed in our Product and Price Guide) unless such Special Order Items are defective.

## 6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

Title to the Goods shall not pass to the Customer until the Company has received payment in full (in cash or cleared funds) for: a) the Goods; and b) any other goods or services that the Company has supplied to the Customer in respect of which payment has become due.

Until title to the Goods has passed to the Customer, the Customer shall: a) hold the Goods on a trustee basis as the Company's bailee; b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property; c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; e) notify the Company immediately if it becomes subject to any insolvency event listed in the full terms and conditions; and f) give the Company such information relating to the Goods as the Company may require from time to time but the Customer may resell or use the Goods in the ordinary course of its business.

## 7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out in the Company's published price list in force as at the date of delivery. It is the Company's intention to maintain the prices in its catalogue for as long as possible, but the Company reserves the right to change its prices without prior notice. It is the responsibility of the Customer to enquire when placing an Order. Bulk (invoiced at weighbridge weight) supplies and large orders may be subject to special quotation upon request. Special offers and discounts may be applied from time to time at the discretion of the Company.

7.2 Orders of £350 and over (exclusive of VAT) incur a £15 surcharge unless placed on our website in which case will be free of charge except for items marked with \* in the catalogue, which are subject to the extra carriage charges which will be notified to the Customer upon enquiry. A surcharge is made on carriage

of football and rugby posts and other large items to destinations in Devon, Cornwall, Wales and Scotland and all destinations outside mainland U.K. Additional delivery charges may apply to the Scottish Highlands, islands and other remote areas or destinations outside mainland U.K., which will be advised upon notification of the delivery address by the Customer. Next Day delivery may be arranged at additional cost upon enquiry.

7.3 Orders below £350 will be charged carriage based on the weight and size of the items ordered. See website for more information.

7.4 Trade accounts (as notified to the Customer and marked as TD/TR) will be charged delivery at cost or as quoted at the time of Order.

7.5 The price of the Goods is exclusive of amounts in respect of value added tax (VAT), unless stated otherwise. The Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods where applicable. (Please note grass seed is zero rated)

7.6 The Company may invoice the Customer for the Goods on or at any time after dispatch of the Goods. The Company will send additional monthly statements to its account customers.

7.7 The Customer shall pay the invoices on the following terms:

7.7.1 New Accounts and Approved Accounts without Credit Terms - payment with Order;

7.7.2 Approved Accounts with Credit Terms – Payment in full and in cleared funds within 21 days of despatch of Goods unless other credit terms agreed in writing with the Company.

7.7.3 Payment can be made by cheque, bank transfer or using most debit or credit cards (not including American Express or Diners Club). Payments by credit card will incur a surcharge of up to 3% of the total price (incl VAT). Time of payment is of the essence.

7.7.4 BACS payments should be made to Natwest Bank PLC, Sort Code: 53-61-38, Account No: 66503469.

## 8. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS DRAWN TO THIS CLAUSE

8.1 Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979, defective products under the Consumer Protection Act 1987; or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

8.2 Subject to clause 8.1:

8.2.1 the Company shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract in excess of the sum of £10,000; and

8.2.2 the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10,000.

## 9. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of Company's subcontractors.

TERMS OF TRADING (November 2022) - Collier Turf Care Limited ("The Company") incorporating Collier Sports and Collier Lawn & Leisure, (Registered in England with no. 3613013) registered office Drury Square, Beeston, Kings Lynn, Norfolk, PE32 2NA.

An extract of the key terms and conditions of trade are set out above. All Goods are supplied subject to the full terms and conditions of the Company. Full terms are available from [www.collier-turf-care.co.uk](http://www.collier-turf-care.co.uk) or copies can be provided upon request. E & OE. November 2022.